

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT A MINUTEMAN WATERMARK ON THE BACK, SHOWN AT ANGLE TO VIEW

Eagle Systems, Inc.

P.O. Box 2177 * Wenatchee, WA 98807-2177 * 509/884-7575

28-B-1251

5/01/07

CHECK NO. 483476

TWENTY-THREE THOUSAND SEVENTY-FOUR AND 82/100 *****

PAY TO THE ORDER OF

23,074.82

MELLON TRUST
ATIN, THOM JESSE
1201 THIRD AVE., SUITE 5010
SEATTLE, WA 98104

Washington Trust Bank
P.O. BOX 2127 SPOKANE, WASHINGTON 99210-2127

Eagle Systems, Inc.

ACCOUNTS PAYABLE

Void After 60 Days

SIGNATURE AREA CONTAINS A FIBERGLASS FINGERPRINT CHECK WITHIN

(b) (4)

ABSENCE OF PINK U.S. PATENT NUMBERS UNDER SIGNATURE INDICATES CHECK IS FRAUDULENT. PATENT NUMBERS ARE PRINTED WITH HEAT SENSITIVE INK & WILL DISAPPEAR WITH BLOWING OR RUBBING.

DETACH BEFORE DEPOSITING CHECK

Engle Systems, Inc.

INVOICE	DATE	DESCRIPTION	GROSS	DISC	AMOUNT
5/09 RENT	5/01/09	5/09 RENT/RE TAXES/SEC DZ	22,074.82	0.00	22,074.82

CHECK#	483476	VENDOR#	46278	*TOTALS*	23,074.82	0.00	23,074.82
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NR000278-22 / U.S. PATENT NO. 7,577,711 / 01/2005 / 46/0113 / 12/2005 / 53/34501 / 03/2006

DFT 001553

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made this 4th day of April 2007, by and between MELLON TRUST OF WASHINGTON, JACQUELINE, E. DANIELI and JOSEPH R. DESIMONE, as Co-Trustees under the Testamentary Trust of GIUSEPPE DESIMONE, deceased, and as Co-Trustees under the Testamentary Trust of ASSUNTA DESIMONE, deceased, hereafter referred to as "Landlord," and EAGLE SYSTEMS, INC., a Washington corporation, hereafter referred to as "Tenant."

The parties agree as follows:

1. **Rented Premises.** Landlord does hereby lease to Tenant according to the terms of this Agreement, the property located at 10181 West Marginal Place South in Tukwila, WA comprised of an area consisting of approximately 96,500 square feet (the "Premises"). The Premises and office building situated thereon ("Improvements") are located on a portion of that certain real property owned by Landlord and referred to herein as the "Property," which such Property is legally described as set forth in the legal description attached hereto as Exhibit A, and which Property and Premises are outlined on the sketch attached hereto and made a part hereof as "Exhibit B" (hereinafter referred to as the "Site Plan").
2. **Lease Term.** The term of the Lease ("Term") shall be for the period beginning May 1, 2007 ("Commencement Date") and continuing until April 30, 2010 ("Expiration Date").
3. **Use of Premises.** Tenant intends to use the Premises and Improvements for the operation of parking and storing tractors and trailers and conducting the business of Eagle Systems, Inc.
4. **Rent.**
 - 4.1 **Base Rent.** The Base Rent payable under the Lease during the Term shall be as follows:

May 1, 2007 – April 30, 2008	\$10,615.00 per month
May 1, 2008 – April 30, 2009	\$10,935.00 per month
May 1, 2009 – April 30, 2010	\$11,265.00 per month
 - 4.2 **Payment of Base Rent.** All Base Rent is due in advance on the first day of each calendar month. If the Lease Term commences or ends on a day other than the first day of a calendar month, then the Base Rent payable hereunder by Tenant for such month shall be prorated in the proportion that the number of days this Lease is in effect during such month bears to the actual number of days in such month. Tenant shall pay such prorated amount on the first day of the Lease Term or of such period as the case may be. All Base Rent shall be paid in lawful money of the United States of America at Landlord's address designated in Section 20 below.
 - 4.3 **Additional Rent.**
 - (a) All amounts which Tenant is required to pay to Landlord pursuant to this Lease (other than Base Rent), including without limitation all taxes and assessments and Expenses and any other costs or expenses due or incurred relating to the Property, shall constitute additional rent ("**Additional Rent**") whether or not the same be designated as Additional Rent in this Lease. Except as otherwise expressly provided herein, Tenant shall perform all its obligations under this Lease at its sole cost and expense, and shall promptly pay all Additional Rent when due. Additional Rent and Base Rent shall sometimes be referred to as "Rent."

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- (b) Prior to the Commencement Date and each anniversary thereafter, Landlord shall furnish Tenant a written statement of the Landlord's good faith projection of the Additional Rent allocable to the Premises for such Lease Year ("Estimated Costs"); Tenant shall pay monthly Additional Rent equal to one-twelfth (1/12) of the amount of such Estimated Costs allocable to the Premises for such Lease Year. A "Lease Year" shall mean a calendar year commencing on January 1 and ending on December 31, and each calendar year thereafter.
- (c) Within ninety (90) days after the end of each Lease Year, or as soon thereafter as practicable, Landlord shall deliver to Tenant a written statement setting forth the actual costs allocable to the Premises during the preceding Lease Year. If such costs for any Lease Year exceed Estimated Costs allocable to the Premises paid by Tenant to Landlord pursuant to subsection (b), Tenant shall pay the amount of such excess to Landlord as added Additional Rent within thirty (30) days after receipt of such statement by Tenant, whether during the Lease Term or after the expiration or earlier termination of the Lease, as the case may be. If such statement shows such costs to be less than the amount paid by Tenant to Landlord pursuant to subsection (b), then the amount of such overpayment by Tenant shall be credited by Landlord to the next immediate Rent payable by Tenant or paid to Tenant within thirty (30) days after the Landlord prepares the annual statement for the Lease Year in which the Lease expired or was terminated.

4.4 Payment Without Offset or Abatement. All Rent payable by Tenant hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement. Except as otherwise expressly provided in this Lease, the obligations and liabilities of Tenant hereunder shall in no way be released, discharged or otherwise affected by reason of: (a) any restriction of or prevention of or interference with any use of the Premises or any part thereof; (b) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Landlord, or any action taken with respect to this Lease by any trustee or receiver of Landlord, or by any court, in any such proceeding; (c) any claim which Tenant has or might have or assert against Landlord; (d) any failure on the part of Landlord to perform or comply with any of the terms of this Lease or of any other agreement with Tenant; or (e) no submission by Tenant or acceptance by Landlord of full or partial Rent during the continuance of any such breach, shall constitute a waiver for any such breach or of any such term. No waiver of any breach shall affect or alter this Lease or the respective rights of Landlord and Tenant with respect to any other then-existing or subsequent breach.

4.5 Absolute Net Lease. Inasmuch as Tenant pays all costs arising out of or in connection with the Premises and its Pro Rata Share of the Property, including, without limitation, taxes, assessments, utilities, construction, maintenance, repair and replacement costs, this Lease is intended to be and shall be construed as an absolutely net lease pursuant to which Landlord shall not under any circumstances or conditions, whether presently existing or hereafter arising, or whether beyond the present contemplation of the parties, be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability, and Tenant shall make any and all payments required hereunder. Tenant's "Pro Rata Share" is 20.89%, based on the ratio of the agreed rentable area of the Premises (96,500 square feet) to the agreed rentable area of the Property (462,018 square feet) as of the date of this Lease.

5. Security Deposit. Upon the execution hereof, Tenant shall deposit with the Landlord as a security deposit the sum of \$11,265.00. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the entire Term hereof. If Tenant defaults with respect to any provision of this Lease, including, but

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not limited to, the provisions relating to the payment of Rent or other charges or sums due under this Lease, Landlord may (but shall not be required to) use, apply or retain all or any part of the security deposit for the payment of any Rent or other charges or sums due under this Lease or any sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, damage, cost or expense (including attorneys' fees) which Landlord may suffer or incur by reason of Tenant's default. If any portion of said security deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit a certified or cashier's check with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep the security deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof after deduction hereunder by Landlord shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following expiration of the Lease Term; provided, that in the event this Lease shall be terminated upon the default of the Tenant, the security deposit shall be retained by Landlord and all of Tenant's interest therein shall terminate and the security deposit will be applied against the damages suffered by Landlord by reason of the Tenant's default. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

6. Taxes and Assessments.

6.1 Real Property Taxes and Assessments. Tenant agrees to bear, pay and discharge, as Additional Rent, Tenant's Pro Rata Share of all taxes and assessments, general and special, which may be taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Property or any part thereof, including any new taxes and assessments not of the kind enumerated above to the extent that the same are made, levied or assessed in lieu of any taxes or assessments now customarily levied against real estate or personal property. Taxes and assessments for the year in which this Lease expires or terminates shall be prorated between Landlord and Tenant as of such date of expiration or termination.

6.2 Personal Property Taxes. Tenant shall pay prior to delinquency all personal property taxes assessed against and levied upon Tenant's furnishings, equipment and all other of Tenant's personal property. To the extent possible, Tenant shall cause Tenant's furnishings, equipment and all other of Tenant's personal property to be assessed and billed separately from the Property.

6.3 Other Taxes. If any governmental authority or unit under any present or future Law effective at any time during the term of this Lease shall in any manner levy a tax on Rent payable under this Lease, or a tax in any form against and/or because of or measured by gross income derived from the leasing or rental of the Premises or Property, the amount of the next succeeding month's Base Rent following payment of such tax by Landlord shall be increased by an amount equal to such tax paid by Landlord. Should Tenant fail to pay the Base Rent thus revised, Landlord shall have the same remedies as upon failure to pay Rent.

7. Insurance. Tenant shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained during the entire Lease Term, the insurance described in this Section (or if not available, then its available equivalent), issued by an insurance company or companies licensed to do business in the State of Washington reasonably satisfactory to Landlord, reasonably covering and protecting Tenant and Landlord.

7.1 Required Coverage. Tenant shall maintain: (i) insurance covering the Improvements in an amount equal to not less than 100% of the full replacement value thereof and insuring against fire and all risk perils coverage as provided by a standard all risk coverage endorsements and (ii) general liability insurance, on an "occurrence" basis against claims

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for bodily injury, death or property damage liability, for the benefit of Tenant as named insured and Landlord as additional insured, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Landlord will not be liable for any loss to the personal property or other contents located on the Premises or Property due to fire, natural disaster or any other cause. These are business risks to be assumed by Tenant.

- 7.2 Insurance Policy Requirements.** All insurance policies shall be issued and maintained by insurers, in amounts, with deductibles, limits and retentions and in forms reasonably acceptable to Landlord and shall name Landlord as an additional insured. Such policies shall be provided to Landlord five (5) business days prior to the Lease Commencement Date.
- 7.3 Landlord's Acquisition of Insurance.** If Tenant at any time during the Lease Term fails to procure or maintain insurance required under this Section, Landlord shall have the right upon five (5) business days prior notice to Tenant, to procure such substitute insurance as Landlord deems appropriate (but shall be under no obligation to do so) and to pay any and all premiums thereon, and Tenant shall pay to Landlord upon demand the full amount so paid and expended by Landlord, together with interest thereon at the rate provided in Section 22, from the date of such expenditure by Landlord until repayment thereof by Tenant.
- 7.4 Application of Insurance Proceeds** Insurance proceeds from damage or loss to the Improvements at the Premises shall be paid to Landlord.
- 8. Utilities and Other Expenses.** Tenant agrees to pay directly any and all utilities, water, electricity, sewer, garbage, or any other services that the Tenant uses at the Premises and which are directly billed to Tenant. Tenant further agrees to pay any fees levied by any government entity on the operation of the Tenant's business on the Premises. Tenant further agrees to pay any other expenses associated with the Premises and its Pro Rata Share of any other expenses with respect to the Property (collectively "Expenses").
- 9. Acceptance and Maintenance of Premises.** Tenant has examined Premises and accepts the Premises in their AS-IS condition without any warranty from Landlord. Tenant shall at its expense maintain the Premises and any improvements thereon in neat, clean and in sanitary condition and in accordance with applicable laws not to permit waste, damage or injury to the Premises, normal wear and tear accepted. Landlord acknowledges that the building's siding is not in good repair and shall not hold Tenant responsible for such repairs at the time of the Expiration Date or earlier termination of the Lease.
- 10. Maintenance and Repair.**
- 10.1 Landlord's Repairs.** Landlord shall keep the roof, structural components and foundations of the Premises and Improvements in a good order, condition and repair, and shall accomplish such repairs as may be needed within a reasonable time after receipt of written notice from Tenant, except for repairs occasioned by reason of Tenant, its employees, agents, invitees or other persons or entities (other than the Landlord's acts or failure to act.) Except as set forth above, Landlord shall not be required or obligated to make any other changes, alterations, additions, improvements, or repairs in, on, or about the Premises or Property or any part thereof, during the Lease Term.

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10.2 Tenant's Repairs. Tenant at its sole cost and expense shall maintain the Premises including all improvements and all appurtenances thereto and every part thereof in good order, condition and repair and will take all action and will perform all interior and exterior, structural and non-structural, foreseen and unforeseen, ordinary and extraordinary, maintenance and repairs required to keep the Premises and Improvements in good repair and condition, including but not limited to any necessary pest control services for the Premises or Improvements. Landlord shall not be required to maintain, repair or rebuild all or any part of the Premises. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises or Property in good order, condition and repair. Landlord, at its option, may make periodic inspections of the Premises upon not less than twenty-four (24) hours prior notice to Tenant for the purpose of determining Tenant's satisfaction of its obligations under this Section (except in the case of an emergency where such notice period shall be waived), and Tenant agrees to promptly commence and diligently perform until completion all maintenance and repairs reasonably required by Landlord as a result of such inspection and to maintain the Premises in good order, condition and repair and in the condition required under this Lease.

- 11. Liens.** Tenant expressly covenants and agrees that no liens of mechanics, materialmen, laborers, surveyors, engineers, architects, artisans, contractors, subcontractors, suppliers or any other lien of any kind whatsoever (together "**Liens**") shall be created against or imposed upon the Land or the Improvements, and that in the event any such Liens shall be asserted or filed by any persons, firms or corporations performing labor or services or furnishing material or supplies in connection with Tenant's Construction, Tenant shall pay off in full or cause the same to be discharged of record within thirty (30) days of notification thereof. Tenant reserves the right to contest the validity or amount of any such Lien in good faith provided that, within thirty (30) days after the filing of such Lien, Tenant discharges said Lien of record or records a bond which complies with the requirements of RCW 60.04.161 eliminating said Lien as an encumbrance against the Property. In the event Tenant shall fail to so remove any such Lien, Landlord may take such action as Landlord shall reasonably determine to remove such Lien and all costs and expenses incurred by Landlord including, without limitation, amounts paid in good faith settlement of such Lien and attorneys' fees and costs, together with interest thereon, shall be paid by Tenant as Additional Rent. Tenant's obligations pursuant to this Section shall survive the expiration or earlier termination of this Lease. Nothing contained in this Lease shall be deemed to constitute Tenant as Landlord's agent, express or implied, for the performance of any labor or services or for the furnishing of any materials or equipment for any construction, alteration, addition, repair or demolition of, to or on the Property (or any part thereof). NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES, MATERIALS OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO TENANT, OR ANYONE HOLDING AN INTEREST IN THE PROPERTY (OR ANY PART THEREOF) THROUGH OR UNDER TENANT, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PROPERTY.
- 12. Indemnity.** Tenant shall defend, indemnify, protect, and hold Landlord harmless from any claims, liabilities, damages, losses, or expenses arising by virtue of or relating to Tenant's, its agents, employees, invitees and licensee's use of the Premises or the Property. Tenant's obligations under this Section shall survive the expiration of this Lease.
- 13. Exculpation of Landlord from Liability.** Except for Landlord's gross negligence or willful misconduct, Landlord shall not be liable to Tenant and Tenant hereby waives all claims against Landlord for injury, illness or death to any person or for damage to or loss of any property in, under or about the Property by or from any cause whatsoever and, without limiting the generality of the foregoing, whether caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Property or from breakage, leakage,

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obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures in, on or of the Improvements, whether the said damage or injury results from conditions arising upon the Property or Premises or from any other sources or causes.

14. **Changes and Alterations.** Tenant shall not make any alterations, additions or improvements upon or to the Premises, including without limitation moving or removing the Improvements on the Premises, without Landlord's written consent, which such consent shall not be unreasonably withheld. Any such approved alterations, additions or improvements shall be made at Tenant's sole cost and expense.

15. **Hazardous Substances.**

15.1 **Presence and Use of Hazardous Substances.** Tenant shall not, without Landlord's prior written consent, keep on or around the Premises or Property, for use, handling, transport, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic, harmful, medical or infectious (collectively referred to as "Hazardous Substance"), and/or is subject to regulation by any federal, state or local law, regulation, statute, ordinance or management plan. With respect to any such Hazardous Substance, Tenant shall:

- (a) Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;
- (b) Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;
- (c) Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;
- (d) Allow Landlord or Landlord's agent, representative or consultant to come on the Premises at all times to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances and to assess the environmental condition of the Premises, including, but not limited to, the imposition of an environmental audit;
- (e) Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards may be established by an on-site inspection by the appropriate governmental authorities and may be set forth in an addendum to this Lease); and
- (f) Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

Any and all costs incurred by Landlord and associated with Landlord's inspection of the Premises or Property and Landlord's monitoring of Tenant's compliance with this Section, including Landlord's attorneys' and consultants' fees and costs, shall be Additional Rent and shall be due and payable to Landlord immediately upon demand by Landlord.

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15.2 Cleanup Costs, Default and indemnification.

- (a) Tenant shall be fully and completely liable to Landlord for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, handling, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Premises or Property.
- (b) Tenant shall indemnify, defend and save Landlord harmless from any and all of the costs, fees, penalties and charges assessed against, incurred by or imposed upon Landlord (as well as Landlord's attorneys' and consultants' fees and costs) as a result of Tenant's use, handling, disposal, transportation, generation and/or sale of Hazardous Substances.
- (c) Upon Tenant's default under this Section, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies:
 - (i) At Landlord's option, to terminate this Lease immediately; and
 - (ii) To recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord and other tenants of the Property, any and all damages and claims asserted by third parties and Landlord's attorneys' and consultants' fees and costs.
- (d) **Survival.** The provisions of this Section shall survive the expiration or earlier termination of this Lease.
- (e) Tenant shall not be responsible for any and all claims arising from prior tenants use or release of hazardous substances on the Premises if any should arise.

16. Assignment. Tenant shall not assign or sublet Premises without prior written consent of Landlord, which Landlord shall not unreasonably withhold.

17. Condemnation. If the Premises shall be acquired or condemned by the exercise of power of eminent domain, this Lease shall cease and terminate as of the date that either title or possession is transferred. All Rent shall be paid up to that date. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Tenant shall have the right to make a claim with the condemning authority; provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of Landlord's damages.

18. Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

(a) **Failure to Pay Rent.** The failure by Tenant to make any payment of Base Rent, Additional Rent, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.

(b) **Failure to Perform.** The failure to keep and perform any covenants of this Lease and the failure is not cured within thirty (30) days after written notice thereof by Landlord to Tenant.

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(c) **Remedies.** In the event of a default hereunder, in addition to all other remedies at law, the Landlord shall be entitled to terminate this Lease and to re-enter and take possession of the Premises. Tenant shall remain liable for the Rent for the remainder of the Term of this Lease. In the event Landlord lawfully re-enters the Premises as provided herein, Landlord shall have the right, but not the obligation, to remove all the personal property located therein and to place such property in storage at the expense and risk of the Tenant.

19. **Surrender of the Premises.** Tenant agrees that upon termination of this Lease, Tenant will quit and surrender the Premises in a neat and clean condition.
20. **Payments and Notices.** All Rent payments and notices shall be made to:

c/o Meillon Trust
1201 Third Ave., Suite 5010
Seattle, WA 98104
Attn: Thom Jesse

Eagle Systems, Inc.
230 Grant Road
East Wenatchee, WA 98802

Any notices given pursuant to the terms of this Lease shall be deemed delivered (received) when delivered personally or three (3) days after deposited in the United States Mail. Mailed notices shall be sent certified mail, return receipt requested. Rent payments may be sent regular U S Mail. Each party shall notify the other of any change to its notice address within ten (10) days of changing such address. The notice address set forth above shall continue to be valid until a party receives notice from the other of any change to its notice address.

21. **Notices relating to the Premises or Property.** In the event Tenant receives any citation, fine, legal document, notice, or similar document relating to the Premises or Property, Tenant shall forward such document to Landlord within three (3) days of its receipt, unless such document requires response prior to such three (3) day period, in which case Tenant shall immediately contact Landlord regarding the same. If all or any part of the Premises or Improvements are damaged by fire or other casualty, Tenant shall immediately notify Landlord in writing of such damage.
22. **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord in Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Base Rent, Additional Rent, Expenses or any sum due from Tenant shall not be received by Landlord or Landlord's designee on or before the date such sum is due as set forth in this Lease, then Tenant shall pay automatically to Landlord a late charge equal to five percent (5%) of the amount past due, plus interest on such amounts accruing at a rate of one and one half percent (1.5%) per month, but in no event more than the legal maximum on such past due amounts, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder.
23. **Invalid Provision.** If any term or provisions of this Lease are determined to be invalid, the remaining terms and provisions shall nevertheless remain in full force and effect.
24. **Arbitration and Attorneys' Fees.** All disputes or claims arising out of this Lease shall be handled by BINDING ARBITRATION. The Arbitrator shall be chosen from a dispute resolution service company that specializes in commercial real estate. The chosen Arbitrator shall have at least 10 years commercial real estate experience. The prevailing party shall be entitled to recover such sums as the Arbitrator may adjudge to be reasonable attorneys' fees, in addition to costs and expenses otherwise allowed by law. It is agreed that the venue for any action brought under terms of this Lease shall be in King County, State of Washington.

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22. **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord in Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Base Rent, Additional Rent, Expenses or any sum due from Tenant shall not be received by Landlord or Landlord's designee on or before the date such sum is due as set forth in this Lease, then Tenant shall pay automatically to Landlord a late charge equal to five percent (5%) of the amount past due, plus interest on such amounts accruing at a rate of one and one half percent (1.5%) per month, but in no event more than the legal maximum on such past due amounts, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder.
23. **Invalid Provision.** If any term or provisions of this Lease are determined to be invalid, the remaining terms and provisions shall nevertheless remain in full force and effect.
24. **Arbitration and Attorneys' Fees.** All disputes or claims arising out of this Lease shall be handled by BINDING ARBITRATION. The Arbitrator shall be chosen from a dispute resolution service company that specializes in commercial real estate. The chosen Arbitrator shall have at least 10 years commercial real estate experience. The prevailing party shall be entitled to recover such sums as the Arbitrator may adjudge to be reasonable attorneys' fees, in addition to costs and expenses otherwise allowed by law. It is agreed that the venue for any action brought under terms of this Lease shall be in King County, State of Washington.
25. **Time is of the essence.** Time is of the essence of this Lease.
26. **Entire Agreement.** The Terms of this Lease represent the entire agreement of the parties.
27. **Quiet Enjoyment.** Landlord warrants during the Term of this Lease, Tenant shall have the exclusive right to possession and quiet enjoyment of the Premises.

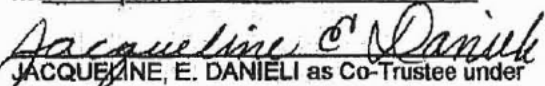
In witness whereof the parties have executed this Lease on the day and year first written above.

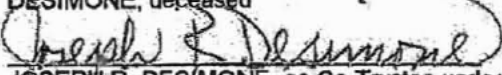
Landlord:

MELLON TRUST OF WASHINGTON, as Co-Trustee under the Testamentary Trust of GIUSEPPE DESIMONE, deceased, and as Co-Trustees under the Testamentary Trust of ASSUNTA DESIMONE, deceased

By: 

Its: AOP


JACQUELINE E. DANIELI as Co-Trustee under the Testamentary Trust of GIUSEPPE DESIMONE, deceased, and as Co-Trustees under the Testamentary Trust of ASSUNTA DESIMONE, deceased


JOSEPH R. DESIMONE, as Co-Trustee under the Testamentary Trust of GIUSEPPE

STATE OF WASHINGTON

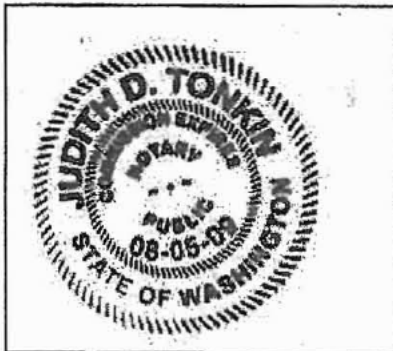
COUNTY OF KING

)
) ss.
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I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 26th day of April, 2007, before me personally appeared JOSEPH R. DESIMONE, to me known to be the Co-Trustee under the Testamentary Trust of GIUSEPPE DESIMONE, deceased, and as Co-Trustee under the Testamentary Trust of ASSUNTA DESIMONE, deceased, the trust that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Judith D. Tonkin
Notary Public in and for the State of Washington,
residing at Madison Island
My commission expires: 8.5.09
Judith D. Tonkin
[Type or Print Notary Name]

(Use This Space for Notarial Seal Stamp)

STATE OF WASHINGTON

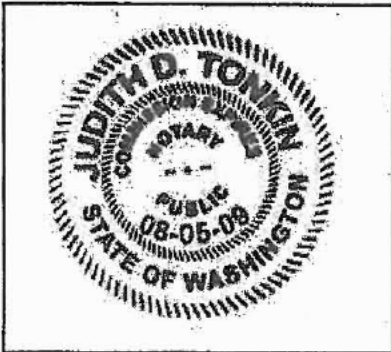
COUNTY OF KING

ss.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 26th day of April, 2007, before me personally appeared JACQUELINE E. DANIELI, to me known to be the Co-Trustee under the Testamentary Trust of GIUSEPPE DESIMONE, deceased, and as Co-Trustee under the Testamentary Trust of ASSUNTA DESIMONE, deceased, the trust that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Judith D. Tonkin
Notary Public in and for the State of Washington,
residing at Vashon Island
My commission expires: 8-5-09
Judith D. Tonkin
[Type or Print Notary Name]

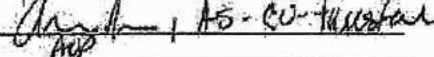
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25. **Time is of the essence.** Time is of the essence of this Lease.
26. **Entire Agreement.** The Terms of this Lease represent the entire agreement of the parties.
27. **Quiet Enjoyment.** Landlord warrants during the Term of this Lease, Tenant shall have the exclusive right to possession and quiet enjoyment of the Premises.

In witness whereof the parties have executed this Lease on the day and year first written above.

Landlord:

MELLON TRUST OF WASHINGTON, as Co-Trustee under the Testamentary Trust of GIUSEPPE DESIMONE, deceased, and as Co-Trustees under the Testamentary Trust of ASSUNTA DESIMONE, deceased

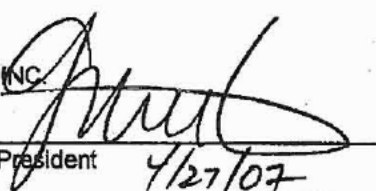
By: 
Its: AS

JACQUELINE, E. DANIELI as Co-Trustee under the Testamentary Trust of GIUSEPPE DESIMONE, deceased, and as Co-Trustees under the Testamentary Trust of ASSUNTA DESIMONE, deceased

JOSEPH R. DESIMONE, as Co-Trustee under the Testamentary Trust of GIUSEPPE DESIMONE, deceased, and as Co-Trustees under the Testamentary Trust of ASSUNTA DESIMONE, deceased

Tenant:

EAGLE SYSTEMS, INC.

By: 
G. M. Ailts, President

Date: 4/27/07

STATE OF WASHINGTON

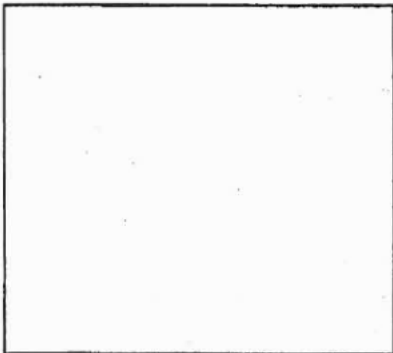
COUNTY OF KING

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) ss.
)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 25th day of April, 2007, before me personally appeared Tham Jesse, to me known to be the AUP of MELLON TRUST OF WASHINGTON, as Co-Trustee under the Testamentary Trust of GIUSEPPE DESIMONE, deceased, and as Co-Trustee under the Testamentary Trust of ASSUNTA DESIMONE, deceased, the trust that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Judith D. Tonkin
Notary Public in and for the State of Washington,
residing at Cashan Island
My commission expires: 8-5-09
Judith D. Tonkin
[Type or Print Notary Name]

(Use This Space for Notarial Seal Stamp)



STATE OF WASHINGTON)

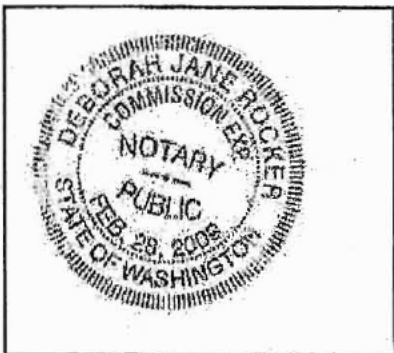
COUNTY OF KING Douglas)

ss.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 27th day of April, 2007, before me personally appeared Gerry Artis, to me known to be the President of EAGLE SYSTEMS, INC., a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Deborah Jane Rucker
Notary Public in and for the State of Washington,
residing at East Wenatchee
My commission expires: Feb. 28, 2009
Deborah Jane Rucker
[Type or Print Notary Name]

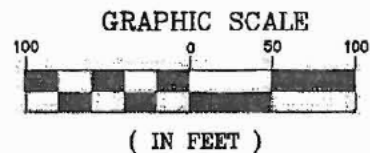
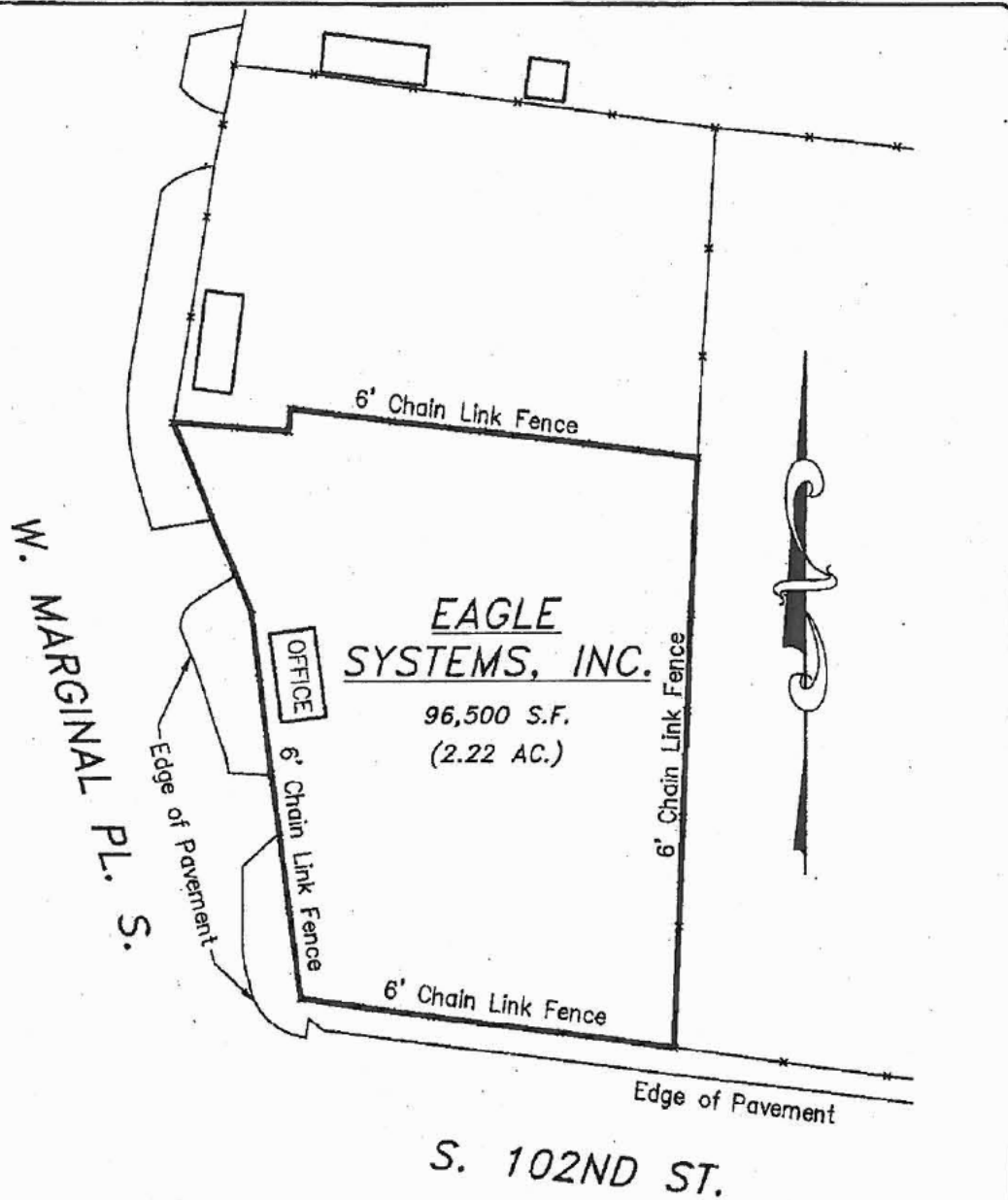
(Use This Space for Notarial Seal Stamp)

**EXHIBIT A
LEGAL DESCRIPTION**

Those portions of Government Lots 5, 6, 7 and the northwest quarter of the southwest quarter, and of the northwest quarter, all in Section 4, Township 23 north, range 4 east, W.M. in King County, Washington, described as follows:

Beginning at the intersection of the northeasterly margin of Primary State Highway No. 1, as established by King County Superior Court Cause No. 529021, with the southeasterly margin of a 60 foot strip of land, as described in Memorandum of Lease, recorded under Auditor's File No. 4759860, records of said county; thence northwesterly along said northeasterly margin to the intersection of the line as described in the Boundary Agreement between Commercial Waterway District No. 1, A Municipal Corporation of the State of Washington and The National Bank of Commerce, et al., recorded under Auditor's File No. 4839445; thence northeasterly along said agreement line to the northeasterly boundary of the proposed extension of the Duwamish Waterway, said northeasterly line being 225 feet northeasterly of the centerline of the existing waterway extended southeasterly; thence southeasterly along said northeasterly boundary to the southeasterly margin of said 60 foot strip of land; thence southwesterly along said southeasterly margin to the point of beginning.

Exhibit B
Site Plan



**True
NORTH**

157 Yesler Way
Suite 301
Seattle, WA 98104-2598
206.332.0800

Date:

11/6/06

Scale:

1"=100'

Job No.

06108.00

EAGLE SYSTEMS, INC. LEASE AREA

FOR MELLON BANK

DFT 001569